

NCI MFG INC
TERMS AND CONDITIONS OF SALE

1. Offer; Scope.

These terms and conditions ("Terms") apply to all proposals, acknowledgments and/or invoices submitted by NCI MFG INC or its affiliates ("Seller") for the sale of products, goods and/or services ("Products"), to all related purchase orders, order releases and/or similar documents received by Seller for the purchase of Products, and to all Products sold by Seller, except as otherwise specifically provided in a document issued and signed by an Authorized Representative of Seller. For the avoidance of doubt, Seller's distributors and distributor representatives are not Authorized Representatives of Seller and no document issued or signed by Seller's distributors or distributor representatives shall be binding upon Seller. These terms and conditions are available on Seller's website at <http://www.ncimfg.com/>.

SELLER'S PROPOSALS AND QUOTATIONS ARE EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO THE ADDITIONAL OR DIFFERENT TERMS SET FORTH BELOW WHICH REPRESENT THE SOLE AND EXCLUSIVE TERMS AND CONDITIONS UPON WHICH SELLER OFFERS TO SELL PRODUCTS TO BUYER.

Seller's proposals and quotations, including (1) these terms and conditions and (2) any documents (such as drawings or other specifications) expressly and to the extent incorporated by reference therein, are referred to herein as the "Agreement." The Agreement also includes any amendments, modifications or revisions made from time to time in accordance with Section 16 below -- but these terms and conditions of sale shall not be otherwise amended, modified or rescinded, and no amendment, modification or rescission of the terms and conditions set forth herein will be binding upon Seller, unless such amendment, modification or rescission is agreed to in writing, makes express reference to amending these terms and conditions, and is signed by an Authorized Representative of Seller.

Buyer's acceptance of the Agreement is limited to acceptance of the terms and conditions set forth herein. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the terms of this Agreement in Buyer's acceptance is hereby objected to and rejected by Seller. THE TERMS OF THIS AGREEMENT ARE EXCLUSIVE.

2. Pricing; Changes; Payment.

Seller's published prices, if any, are subject to change without notice. Unless otherwise provided in Seller's quotation or proposal and subject to these Terms : (1) prices contained in individual written quotations or proposals are valid for thirty (30) days from the date of the quotation or proposal – thereafter they are subject to change and Buyer should inquire as to their validity and request written confirmation or revision; and (2) Unless expressly stated in a quotation or proposal, Seller's price for Product sold more than thirty (30) days after the date of such quotation or proposal shall be subject to change.

Unless otherwise expressly provided by Seller in the Agreement, prices do not include (1) surcharges determined by Seller for specified raw materials or components, based on the amount of such material or component included in the Product and increases in the price thereof from and after the date the price of the Product is quoted to Buyer, (2) sales, excise, use, value-added or other similar taxes now in effect or hereafter levied, transportation charges (such as freight, insurance, shipping, storage, handling, demurrage or similar charges), engineering documentation, special packaging, marketing or testing, and (3) increases (announced and effective after the date of the quotation or proposal) in tariffs or similar export/import duties applicable to purchased raw materials or components, or to the Products themselves in the case of Products which are imported from other countries, and Buyer shall pay all such charges, including without limitation applicable sales or other taxes levied with respect to Products and the Agreement (unless exempt therefrom), as well as any government fees levied on the inspection and/or installation of the Products, upon receipt of the related invoice from Seller and in accordance with this Agreement. In the event that the Agreement expressly provides that any of the foregoing charges are specifically included in the price, any charges attributable to increases in applicable rates after the date such price is quoted to Buyer shall be added to the price.

In the event Buyer requests changes to Products after the date of quotation, Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) associated with such changes. Seller shall be under no obligation to honor such Buyer-requested changes. Seller retains the right to change the dimensions, composition, design, performance, color and appearance of the Products without liability if, in its judgment, the change is immaterial. Where applicable, Seller may add to the price and Buyer agrees to pay for the price of additional Products or portions of Products made necessary by incomplete or inaccurate information supplied by Buyer.

Unless otherwise expressly agreed by Seller in writing in the Agreement, Seller has no responsibility or obligation to provide, manufacture, acquire, sell or maintain Products, or components or parts thereof, or tooling, jigs, dies, gauges, fixtures, molds, patterns or other equipment or to maintain any type of "safety stock."

Invoices may be rendered separately for each shipment (including any early shipment) made by Seller, and payment will be due net thirty (30) days after the date of shipment, unless a different period is stated elsewhere in the Agreement. Interest at the rate of 15% per annum, or if less, the maximum interest rate permitted by applicable law, shall be assessed for each month payment is overdue on the invoice. Buyer shall be liable for all costs of collection, suit, and reasonable attorney fees. Buyer shall be liable for the price of all Products conforming to the Agreement, notwithstanding that Buyer may not have accepted or may have revoked acceptance of same. In no event shall Buyer be entitled to deduct, counterclaim, hold back or set off against the price of Products, or against any other amount owing under the Agreement or otherwise, any damages, liquidated damages, liens, claims or alleged claims arising out of the Agreement or any other transaction with Seller. Seller shall have the right to stop delivery if Buyer is in arrears with payment.

3. Credit; Buyer Representations.

Seller may, at any time and in its sole discretion, cancel the credit of Buyer as to time and amounts, and as a consequence, may demand payment in cash before delivery of any unfilled portion of the Agreement. In addition, and without modifying or limiting the authority of the Seller in the foregoing sentence, Seller, and may demand, at any time, assurance of Buyer's due performance hereunder, including, without limitation, demanding that one or more deposits, letters of credit or other assurances be provided by Buyer. Upon making such demand, Seller may suspend production, shipment and/or deliveries until Buyer has provided such assurances. If, within the period stated in such demand, but in no event longer than 30 days, Buyer fails to give adequate assurances of due performance, Seller may, in its sole discretion and without any requirement to do so, exercise remedies available at law or equity, including, without limitation, treating such failure or refusal as a repudiation by Buyer of the portion of the Agreement not then fully performed. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, contractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

Buyer hereby represents to Seller that Buyer is solvent, that it has all requisite power and authority to enter into the Agreement, that the execution, delivery and performance of the Agreement does and will not conflict with or result in a breach of any contract to which it is a party or by which its assets may be bound, and that no other person other than Seller has or will have a security interest in the Products covered by this Agreement until performance in full by Buyer of its obligations under the Agreement. Buyer further agrees that each acceptance of delivery of the Products sold under the Agreement shall constitute the remaking of each of these representations at such time.

4. Packaging; Delivery; Force Majeure; Lead Times / Forecasts.

Products shall be packaged and labeled in accordance with standard labeling of Seller. Identification of all packages shall be with the standard labels of Seller. Identification of all packages shall be with the Seller's part number. Special packaging or labeling shall be an additional charge to Buyer.

The Agreement shall be a shipment contract, and the Products shall be delivered FOB Seller's designated facility in the United States, unless otherwise provided in the Agreement. On Buyer's request, Seller shall obtain and deliver to Buyer documents necessary to enable the Buyer to obtain insurance. The Seller is not responsible to prepay transportation or insurance costs. The Buyer shall pay all handling and other charges incidental to transportation. Seller will generally follow the Buyer's shipping instructions, but may make reasonable changes thereto without liability and at Buyer's cost.

Whether or not Seller prepays shipping charges, title to Products delivered hereunder and risk of loss thereon shall pass to Buyer on the earliest of (i) the date of payment by Buyer for such Products and (ii) when Seller or its agent delivers such Products to a common carrier or licensed trucker consigned to Buyer or its agent, but such shipment shall remain subject to Seller's rights of stoppage in transit, rights of reclamation and other legal rights of Seller. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary. Whether or not title has passed to Buyer, all risk of loss or damage to the Products or to materials, supplies, equipment or scaffolds shall rest solely on Buyer, including loss or damage due to vandalism or theft, upon the delivery of such materials hereunder. Seller may elect to deliver the Products in installments, with each installment being considered a separate sale and invoiced as such.

All inspection, delivery and other dates for Seller's performance are estimates only. When a shipping/delivery date is specified by Seller, that date reflects Seller's estimate for the probable time required for completion of Buyer's order, based on Seller's then-current workload, raw material and labor availability, engineering and manufacturing capacity and scheduling. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping/delivery dates are further subject to Seller's prompt receipt from Buyer of all drawings, information and approvals necessary to provide the Products and satisfaction of any other conditions under the Agreement. Seller shall not incur liability of any kind for failure to ship on any particular date. Buyer shall pay all handling and other charges incidental to transportation of the Products.

If shipment of any Products or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may at its option hold the Products at the place of manufacture at the risk and expense of Buyer from the time the Products are ready for shipment. In the event of any such delay to shipment, full and final payment for an item shall be due and payable thirty (30) days after Buyer is notified that the item is ready for shipment and an invoice is issued for such Products. If Seller is unwilling to accommodate Buyer by holding such item, then Buyer agrees to accept shipment immediately.

Seller shall not be in default or liable, directly or indirectly, because of Seller's delay or failure to deliver or perform arising or resulting, in whole or in part, from (i) any cause beyond Seller's control or beyond the control of Seller's suppliers or contractors, including but not limited to embargo, governmental regulation, seizures, acts of God, insurrections, civil commotions, war (declared or undeclared), hostilities between nations, terror, cyber attacks, the adoption of any law, ordinance, regulation, late receipt of order having full manufacturing details, ruling or order, or inability or delay in obtaining materials, (ii) the lack of usual means of transportation, storms, fires, tsunamis, fires, floods, explosions, sabotage, strikes, labor disputes or any other accidents, contingencies, or events, at the Seller's or its supplier's plant or elsewhere (whether or not beyond the Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, delivery, or performance, or (iii) delays by Buyer in inspecting and acceptance, in furnishing requested specifications, materials, tooling or information, in making payments, or otherwise. In the event of any such delay or failure in performance, Seller shall have such additional time within which to perform its obligations under the Agreement as may reasonably be necessary under the circumstances; and Seller shall also have the right, to the extent necessary in Seller's reasonable judgment, to apportion fairly, among itself and its various customers in such manner as Seller may consider equitable, Products then available for delivery. The foregoing shall not relieve either party of obligations to make payment when due under the Agreement. If, as a result of any such contingency, Seller is unable to perform under the Agreement in whole or in part, then, to the extent that it is unable to perform, the Agreement shall be deemed terminated without liability to either party, but shall remain in effect as to the unaffected portion of the Agreement, if any. This section shall be effective even as to circumstances which exist at the time of quotation or as of the date of the Agreement.

No return from Buyer of product will be accepted without Buyer first obtaining a Return Material Authorization (RMA) issued by Seller.

Buyer is responsible for compliance with all U.S. federal, state and local laws governing exports from the United States in connection with any sale and use of the Products covered by the Agreement, and/or any subsequent re-export of such Products.

If this Agreement involves a blanket order or an order where Buyer does not state a quantity at the time of the Agreement, Seller shall not be obligated to sell the quantity estimated by Buyer or ordered by Buyer in any subsequent order or release specifying quantity, unless otherwise set forth in the Agreement. Any subsequent order or release specifying quantity issued by Buyer with respect to the Products shall constitute a separate and independent offer to

purchase that certain quantity of the Products on the terms of the contract and shall not obligate Seller to sell the quantity of the Products specified in such order or release unless and until Seller accepts such order. If and when Seller accepts such order, a separate or independent contract shall be deemed to have been formed on the terms and conditions of the Agreement.

Appropriately forecasted (“Appropriately Forecasted”) requirements of Seller’s customers are requirements forecasted in accordance with the following and may be given priority over unforecasted or underforecasted requirements.

- 1) In the case of an Agreement with respect to one or more Products to be used by Buyer for one or more particular OEM vehicle programs, and beginning at least one year before the forecast start of Buyer’s volume commercial production using such Product(s) for the subject OEM vehicle program(s), Buyer shall provide the Seller with the following: (A) good faith forecasts of Buyer’s per-vehicle program requirements for Products for the subject vehicle program(s), and the forecast start of such vehicle program volume production by Buyer, and (B), with respect to such vehicle program volume production by Buyer and consistent with the foregoing, rolling firm orders and good faith forecasts on a weekly basis as follows: (a) firm orders covering the applicable lead time specified by Seller (or covering the next 12 weeks, if no different lead time is specified by Seller) (“Firm Order Period”), and (b) forecasted weekly orders for the six (6) months following the Firm Order Period (“Additional Forecast Period”).
- 2) In all other circumstances, in order for a Buyer’s Orders and associated quantities to be considered Appropriately Forecasted, Buyer must provide: (a) at least one year in advance, good faith forecasts in writing of Buyer’s monthly quantity requirements for specific Seller Products (if Buyer provides only a quantity for a period greater than one month, it will be deemed to be spread evenly over the months in such period), and (b) consistent with the foregoing, rolling firm orders and good faith forecasts on a weekly basis as follows: (x) firm orders for Products through the then-applicable Firm Order Period, and (y) forecasted weekly orders for the then-applicable Additional Forecast Period.

An EAU (estimated annual usage) provided by Buyer at the time of RFQ is not a substitute for Buyer providing, in writing, good faith forecasts of Buyer’s monthly requirements under this subparagraph 2)

- 3) Subject to available capacity (taking into account, among other matters, forecasted as well as unforecasted requirements of other customers), Seller will endeavor to satisfy additional Buyer requirements for a Product where the quantity was not Appropriately Forecasted because, by way of example: (1) one-year advance written notice including related forecast volumes for the month(s) in question was not provided by Buyer to Seller, or (2) within the Firm Order Period, Buyer requests an additional quantity with less than the applicable Lead Time, or (3) in relation to the Additional Forecast Period, Buyer’s forecast for a particular time period increases by more than 20% over the amount originally forecast for such period as part of Additional Forecast Period forecasts. The prices or charges for such additional quantity(ies) of Product (if and to the extent available in the foregoing circumstances) may be increased by Seller, upon prior notice to Buyer, if necessary to take account of additional reasonable costs that Seller may incur in connection with working to address these Buyer requests, and Buyer shall be responsible for such increased prices or charges for the related additional Product quantity(ies).

In the event of a shortfall of more than 20% with respect to Firm Orders from Buyer for a Product in relation to Appropriately Forecasted quantities, Seller may require Buyer to compensate Seller for costs reasonably associated with such shortfall, including (by way of example and without limitation) reasonable costs for the storage of such forecasted Product(s) and, in appropriate circumstances, purchase of such Products.

In the case of Products to be used by Buyer for one or more particular OEM vehicle programs specifically referenced in Seller’s quotation or proposal or in the Buyer’s request for proposal to which Seller’s quotation or proposal refers: (1) Seller intends to meet Buyer’s vehicle program post-volume-production service parts requirements only through a one-time buy, and (2) Buyer agrees to work with Seller in good faith to provide final forecasts for a Product as the scheduled end of Buyer’s volume production approaches for the related OEM vehicle program(s), and including any one-time buy (for example, in anticipation of Buyer’s service parts requirements).

5. Inspection; Acceptance.

Buyer shall accept any tender of Products which conforms to the description of the Products set forth in the Agreement. Seller's standard acceptance procedures conducted by Seller's representative shall be the criteria for inspection and/or acceptance, unless other specific procedures have been specified in the Agreement. On request, Seller will quote to Buyer additional charges to conduct any additional acceptance procedures requested by Buyer.

Buyer shall inspect the Products delivered upon receipt of such Products ("Inspection Period") for identity, quantity, visible transport damages, and other defects and either accept or, only if such Products are not of the identity or quantity ordered or exhibit damages or other defects (limited to matters for which Seller is responsible under the Agreement), reject such non-conforming Products. Buyer will be deemed to have accepted the Products unless it provides Seller with written notice of any nonconforming Products without undue delay following the Inspection Period, stating with specificity all defects and nonconformities, and furnishing at Buyer's expense, such other written evidence or other documentation as may be reasonably required by Seller (including the subject Products, or a representative sample thereof, which Buyer contends are nonconforming Products). All defects and nonconformities that are not so specified will be deemed waived by Buyer, such Products shall be deemed to have been accepted by Buyer, and no subsequent attempted revocation of acceptance will be effective. In the case of Buyer acceptance of non-conforming Products, Buyer shall immediately notify Seller whether or not Buyer will continue to accept similarly non-conforming Products, and failure to do so shall constitute a waiver by Buyer of the related specification requirement(s) for said Products. In any event, if any Products have been altered from their original state, Buyer shall be deemed to have accepted such Products. If Buyer timely notifies Seller of any nonconforming Products as set forth above, Seller shall determine, in its reasonable discretion, whether the Products are nonconforming Products. If Seller determines that such Products are nonconforming Products, Seller shall, in its sole discretion, either (i) replace such nonconforming Products with conforming Products; or (ii) refund to Buyer such amount paid by Buyer to Seller for such nonconforming Products returned by Buyer to Seller pursuant to Seller's direction. THE FOREGOING REMEDIES ARE BUYER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING PRODUCTS, SUBJECT TO BUYER'S RIGHTS UNDER SECTIONS 6 AND 7 BELOW, AS LIMITED BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, WITH RESPECT TO ANY SUCH GOODS FOR WHICH BUYER HAS ACCEPTED DELIVERY UNDER THIS SECTION 5.

6. General (Limited) Express Warranty. Seller warrants to Buyer only, subject to the limitations and disclaimers of this Agreement, that the Products covered hereby shall be free from defects in workmanship and materials, shall materially conform to Seller's applicable specifications (as amended or modified in accordance with this Agreement) for the Products when delivered to the Buyer ("Specifications"), and shall be free and clear of all liens, encumbrances and other claims except for Seller's reservation of a security interest in the Products prior to receipt of payment in full.

Unless otherwise set forth in the Agreement, the warranty period ("Warranty Period") is twelve months from the date of delivery or, if only services, is ninety days from the last date of the service.

The foregoing limited warranty is conditioned upon (i) installation, maintenance and normal use in conformity with instructions furnished by Seller from time to time, if any, and (ii) the Products not having been subjected to misuse, neglect, or accident, or to alteration, improper assembly or installation, modification, repair, improper testing, handling, use or soldering in any respect which, in the judgment of Seller, adversely affects the condition or operation of the Products.

Subject only to Section 5 above, Seller's sole obligation to Buyer hereunder and the sole and exclusive remedy of Buyer for breach of Seller's limited warranty shall be, at Seller's discretion, to replace the nonconforming Product or issue Buyer credit for the purchase price of the nonconforming Product, where, in conformance with the applicable terms and conditions of the Agreement including the applicable warranty period: (1) Seller has received written from Buyer notice of any alleged nonconformity or claim without undue delay from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged nonconformity or claim (but in any event before the expiration of the applicable Warranty Period); (2) after Seller's written authorization to do so Buyer has returned (at Buyer's expense and risk of loss) at least a representative amount of the nonconforming Products to Seller, freight prepaid, and (3) Seller has determined that the Product is nonconforming and that such nonconformity is not a result of misuse, mishandling, neglect, accident, improper assembly, modifications, soldering, or other misuse by Buyer, and is not otherwise in violation of any of the conditions described herein.

All descriptions, shipping specifications and illustrations of the Products in catalogues, brochures and price lists otherwise provided by the Seller and not expressly and specifically incorporated in this Agreement including the Specifications, were and are for general guidance only, and the Seller is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance thereon. Seller does not warrant that it or the Products are in compliance with any industry standards, guidelines, or procedures, or with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction unless otherwise specifically provided in the Agreement including the Specifications. Buyer affirms that it has not relied upon the Seller's skill or judgment to select or furnish Products for any particular purpose beyond the specific express warranties in this Agreement.

7. Express (Limited) Warranties Relating to Patents, Other Intellectual Property Rights. Seller will indemnify Buyer only against and defend all suits and pay all damages and costs finally adjudicated against Buyer for infringement of United States patents by Products purchased under the Agreement; provided that Buyer will promptly notify Seller in writing of any claim asserted and suit or action brought against Buyer alleging that the Products purchased under this Agreement infringe one or more United States patents, and provide Seller with assistance and information requested by Seller for its defense, and provided that the indemnity of Seller hereunder shall not extend to claims, suits or actions for infringement based upon modification of the Products, the use of any Products in combination with materials, products, apparatuses, circuits or devices not furnished by Seller or upon the use of any such combination, or based upon the application or use to which such Products are put, including any application or process performed or facilitated by such Products ("Excluded Claims"). Seller shall defend with its counsel or other counsel of its choice and shall have the sole right, without consultation with Buyer, to take all action Seller deems appropriate to prosecute or settle claims that are subject to Seller's indemnity obligations under this Section. Buyer shall not be entitled to indemnification or contribution from Seller with respect to any Excluded Claims, and Buyer will indemnify Seller, its affiliates, its successors and assigns, and its and their officers, directors, employees, contractors, representatives and agents (collectively, "Seller Parties") against and defend all suits and pay all damages and costs awarded against any Seller Party arising out of any such Excluded Claims. In addition, Buyer will indemnify Seller Parties against, defend all suits and pay all damages and costs awarded against any Seller Party with respect to claims of infringement for Products manufactured wholly or partially to Buyer's design, direction, instructions or specifications.

Notwithstanding the foregoing, Seller shall have the right, in its sole discretion, either to (a) procure for Buyer the right to continue using Products that are subject to Seller's indemnity obligations under this Section, (b) replace such Products with non-infringing products and services of at least equal function and quality, (c) modify such Products so that they become non-infringing, or (d) request the return of such Products and refund the purchase price less an allowance for depreciation and shipping costs thereof. THE FOREGOING EXPRESSES THE ENTIRE OBLIGATION AND LIABILITY OF SELLER WITH RESPECT TO PATENT INFRINGEMENT BY PRODUCTS.

8. Limitation of Seller Warranties; Disclaimer of Implied Warranties; Limitation of Remedies and Damages; Withdrawal of Products.

- A. THE FOREGOING LIMITED WARRANTIES IN SECTIONS 6 AND 7 ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OR PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THE LIMITED REMEDIES SET FORTH IN THIS AGREEMENT ARE, TO THE EXTENT PERMITTED BY LAW, EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER REMEDIES. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SELLER ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH OR RELATING TO THE AGREEMENT AND/OR THE PRODUCTS (INCLUDING, AMONG OTHER MATTERS, THE SALE, INSTALLATION OR USE OF PRODUCTS). SELLER SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES OR USE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTIONS 6 AND 7 ABOVE.
- B. NOTWITHSTANDING ANYTHING SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW: IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE TO

BUYER, TO BUYER'S CUSTOMERS, OR TO ANY OTHER PERSON OR ENTITY, FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT OR PUNITIVE DAMAGES OF ANY KIND, WHETHER ARISING FROM CONTRACT (FOR EXAMPLE, IN CONNECTION WITH ANY BREACH OF WARRANTY OR OTHER BREACH OF SELLER'S OBLIGATIONS UNDER THIS AGREEMENT) OR OTHERWISE (FOR EXAMPLE, IN TORT OR NEGLIGENCE), OR FOR DIMINUTION IN VALUE, LOSS OF PROFITS, REVENUE OR GOODWILL, OR OVERHEAD OR LIKE DAMAGES, AND SELLER'S AGGREGATE LIABILITY FOR ANY DAMAGES OR CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY PRODUCTS SUPPLIED OR TO BE SUPPLIED UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT BUYER PAID FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM FOR DAMAGES. To the extent permitted by law, (1) Buyer waives any causes of action or theories of liability including, but not limited to, those arising under contract, tort, strict liability, product liability, statutes or otherwise, except as specifically provided by the Uniform Commercial Code as modified and limited herein, and (2) Buyer further waives any right of implied contractual or common law indemnity against Seller for any claim, including, but not limited to, liability for claims for damages to person or property arising out of the use of Products sold to Buyer under this Agreement.

- C. To the extent permitted by law, (1) any proceeding by Buyer arising from or in connection with the Agreement and the transactions contemplated herein cannot be filed or maintained unless it is commenced within one (1) year after the breach or other event giving rise to Buyer's claim occurs, regardless of Seller's lack of knowledge of the breach or other event giving rise to the claim.
- D. All descriptions, shipping specifications and illustrations of Products in catalogues, brochures and price lists otherwise provided by Seller and not expressly and specifically incorporated in the Agreement including the Specifications were and are for general guidance only, and Seller is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance thereon.
- E. The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller and all indemnification to which Seller is entitled shall also be for the benefit of Seller's parent, subsidiary and affiliate companies (and their respective officers, directors, employees, agents, contractors, and suppliers). If any other provision of the Agreement is determined to apply to other parties, all other provisions including limitations, waivers and disclaimers shall also apply.
- F. Withdrawal of Products. If Seller determines that any Products sold to Buyer may be Defective Products, at Seller's request, Buyer shall withdraw all similar Products from sale and, at Seller's option, either return such Products to Seller (pursuant to the terms of Section 7) or destroy the Products and provide Seller with written certification of such destruction. Notwithstanding the limitations of this Agreement including, if Buyer returns all withdrawn Products or destroys all withdrawn Products and provides Seller with written certification of such destruction within 30 days following Seller's withdrawal request, in either case consistent with Seller's instructions, unless any such defect has not been caused or contributed to by any of the factors described in Section 6 or 7 above for which Seller is not responsible, Seller shall (a) repair or replace all such returned Products or (b) replace such destroyed Products, in either case pursuant to the terms of Section 6 THIS SECTION 8(F) SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY PRODUCTS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION 8(F).

9. **Buyer Indemnification.**

Buyer shall indemnify, defend and hold harmless Seller Parties from and against any and all third party claims, damages and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute or otherwise arising out of the use, storage, sale, processing or other disposition of the Products, supplies or materials used in connection with the Products or parts manufactured with the Products if (1) the action or inaction of Buyer or its employees, customers or agents, or Buyer's design, direction, instructions or specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller, and/or (2) the claim asserted is inconsistent with the limitation of warranties, limitation of liability, and/or limitation of remedies provisions set forth in this Agreement.

In respect of items manufactured by Seller to Buyer's requested, furnished, accepted or approved specifications, direction, instructions or design, Buyer shall defend and indemnify Seller Parties against, and hold them harmless from, any and all claims, losses or expenses (including attorney fees) arising or alleged to arise, in whole or in part, from the manufacture, sale or use of the Products in conformance therewith, including, but not limited to, infringement, products liability and other alleged torts.

10. Cancellation and Breach.

An order may be cancelled by Buyer only upon written request, written authorization by Seller, and payment of a reasonable cancellation fee. The reasonable cancellation fee will be determined by Seller and will reflect, among other factors, the expenses already incurred and commitments made by Seller, sales and administrative overhead, and lost profits.

If Buyer fails, with or without cause, to furnish Seller with instructions for, or refuses to accept deliveries of, any of the Products sold under the Agreement, or is otherwise in default under or repudiates all or any part of the Agreement or any other agreement with Seller, or advises Seller that it will default in the performance of any of its obligations, or fails to pay when due any invoice under the Agreement or any other agreement with Seller, or if any action is started by or against Buyer seeking the appointment of a trustee or receiver or the entry of an order for debtor's relief for Buyer, then, in addition to any and all remedies allowed by law, Seller may, without notice: (1) bill and declare due and payable amounts for all undelivered Products, work in process and raw material under the Agreement and/or any other agreement between Seller and Buyer, (2) cease performance of its obligations and defer shipment under the Agreement and/or any other agreement between Buyer and Seller until such default, breach or repudiation is resolved to Seller's satisfaction, in its sole discretion, (3) cancel any undelivered portions of the Products and/or any other agreement with Buyer in whole or in part, and/or (4) recover Products in transit or delivered, retrieve delivered Products, repossess all Products which may be stored by Seller for Buyer's account and otherwise enforce its remedies for Buyer's default. Buyer shall remain liable for all damages suffered or incurred by Seller in any such circumstances, including, without limitation, for work in process and raw material, incidental damages and damages in an amount equal to reasonable profits, as well as costs including actual reasonable attorney fees in any proceeding to enforce its remedies (or settlement) in which it obtains relief for damages or injunctive relief. All rights granted to Seller in the Agreement and by law are cumulative, provided Seller shall be entitled to only a single full recovery.

11. Proprietary Information.

Unless otherwise agreed by the Parties in writing: (1) Buyer acknowledges that any information disclosed to Seller is subject only to Buyer's patent rights, without any other restrictions on Seller's use, including reproduction, modification, disclosure or distribution of the information; (2) Buyer agrees not to label any such information with a notice asserting that the information is proprietary or confidential to Buyer; and (3) Buyer agrees not to assert any claim against Seller, Seller Parties, Seller's customers, or their respective suppliers, with respect to any information that Buyer has disclosed or may disclose to Seller in connection with the Products.

Buyer shall consider and treat all Information (as defined below) as confidential and proprietary information of Seller and shall not disclose any Information to any other person, or use any Information itself for any purpose other than pursuant to and as required by this Agreement, without Seller's prior written consent. Seller retains all rights with respect to the Information, and Buyer shall not acquire, nor attempt to obtain, any patent, trademark, copyright, license or other rights in respect of the Information. Buyer shall not allow any Information to be reproduced, communicated or in any way used, in whole or in part, in connection with services or goods furnished to others, without Seller's prior written consent. For the purposes of this Agreement, "Information" means all proposals, plans, drawings, reproductions, specifications, models, tools, patterns, processes, fixtures, designs, engineering instructions, photographs, reproducible copy, parts lists, plans, pricing, reports, working papers, computations and other information and materials furnished by Seller or Seller's parent, subsidiary or affiliate companies in bidding, negotiating and performing the Agreement – unless such Information is in the public domain at the time it is communicated to Buyer, or at such time as the Information subsequently becomes public through no fault of the Buyer. Seller is not obligated to furnish detailed or shop working drawings, engineering calculations, computer programs, or other information for any Products or part thereof unless specifically required by the Agreement.

Any invention, data, materials, intellectual property, proprietary rights and other information, whether patentable or not, developed by Seller prior to, independently of or in the performance of the Agreement shall remain the property

of Seller, and, except as expressly provided in this Agreement, nothing in this Agreement shall grant or be deemed to grant to Buyer, by implication, estoppel or otherwise, any other rights in such inventions, data, materials and other information. Seller shall be under no obligation to refrain from using in its business any of Seller's proprietary inventions, information, data or materials disclosed to Buyer under this Agreement.

12. Assignment; Related Matters. Buyer shall not assign this Agreement or any interest therein or any rights thereunder without the prior written consent of Seller, which shall not be unreasonably withheld or delayed. For purposes of this Section, an assignment includes, without limitation, (a) any direct or indirect, voluntary or involuntary, transfer of any of Buyer's rights and/or obligations hereunder by contract, by merger, by purchase/sales of assets, and/or by contribution to a joint venture, and/or (b) any transfer of majority ownership of Buyer or any transaction(s) involving equity or other voting interests in Buyer or Buyer's shareholder(s) which have the effect of transferring voting control of Buyer (such as the ability to elect more than half of the Board of Directors or similar governing body). Any assignment attempted by Buyer shall be void and ineffective for all purposes (and constitute a breach under Section 10 above) unless made in conformity with this section. Seller may freely assign all rights and obligations it has under this Agreement and may subcontract performance of any aspect of this Agreement.

13. Purchase Orders. Orders submitted in any Buyer purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with the terms and conditions of the Agreement), may be accepted, approved, or filled by Seller, but any resulting contract and the liabilities and obligations of Seller shall be determined solely by this Agreement, and (unless Seller otherwise advises Buyer in writing signed by an Authorized Representative of Seller) notice is hereby given that Seller objects to any such terms and conditions in Buyer's purchase order or other writing. This Agreement prevails over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Agreement. Seller shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the Agreement by filling such purchase orders or by failing to further object to Buyer's terms or conditions.

The parties have agreed and it is their intent that the battle of the forms Section 2-207 of the Uniform Commercial Code shall not apply to the Agreement including these terms or to any purchase order or related form of Buyer relating to the Agreement including these Terms. It is the parties' intent that the Agreement, including these Terms, shall exclusively control the relationship of the parties, and in the event of any inconsistency between any purchase order or related form sent by Buyer to Seller and the Agreement including these Terms, the Agreement including these Terms shall control.

14. Samples. This Agreement covers Products provided as samples, whether or not provided without charge, except that they are provided as-is and that all warranties set forth in this Agreement are disclaimed. Samples are provided only for evaluation by Buyer as examples of the type of Products available from Seller, and not as a representation that the quality or specifications of Products, which may be supplied under a separate Agreement, will be the same. Samples may not be used in production or final assembly and must be returned to Seller upon Seller's request if they were provided without charge.

15. Compliance with Law.

Buyer and Seller will comply with all applicable anti-corruption laws (including without limitation the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, as amended from time to time), and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. The Agreement, including these Terms, incorporates by reference all clauses required by these laws.

The Buyer shall not engage in any transaction with respect to the Products, by way of resale, lease, shipment, or otherwise, which violates and statute or regulation of the United States of America and shall comply with all laws and regulations applicable to Buyer.

Seller certifies that any Products produced in the United States shall be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the United States Fair Labor Standards Act, as amended, and of the regulations and orders of the United States Department of Labor issued under Section 14 thereof. No other certifications or waivers regarding payments to Seller's suppliers or laborers are required.

16. Complete Agreement; Amendment / Modification...

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understanding between them relating to the subject matter hereunder. The Seller is willing to consider negotiating changes to the Agreement, including these terms and conditions, but reserves the right to make an adjustment in the price of the Products. Except as provided below, no amendments, modifications, supplements, limitations, waivers or discharges of this Agreement or any of its terms shall bind Seller unless in writing and signed by the President of Seller (herein, an "Authorized Representative of Seller"), making express reference to amending the Agreement, and (2) no agent, employee, or representative of the Seller has any authority to sign and bind the Seller with respect to any of the foregoing (including without limitation any representation or warranty concerning Products not contained in the Agreement), except an Authorized Representative of Seller.

Seller may modify these terms and conditions of sale at any time by posting revised terms and conditions of sale to its internet web site as listed in Section 1 or at such other internet web site as is specified in writing by Seller to Buyer, and such revised terms and conditions of sale will apply to all quotations, acknowledgments and invoices submitted by Seller from and after the stated effective date of such revised terms and conditions of sale ("Amendment Revision Date"), and to all related purchase orders, order releases and or similar documents received by Seller from and after the Amendment Revision Date for the purchase of Products, and to all Products sold by Seller from and after the Amendment Revision Date. It is the responsibility of Buyer to review and obtain a copy of the current version of Seller's terms and conditions of sale.

17. Arbitration.

The arbitration provisions of this Section 17 will be governed by the United States Federal Arbitration Act. At Seller's option, exercised by written notice any time before or within 30 days following the service of process in a legal action, any dispute regarding the Products, the validity of the Agreement or any of these Terms, or any other matter between the parties (other than requests for injunctive relief) will be resolved by binding arbitration, conducted in the English language, as follows: (i) the arbitration will be conducted under the commercial arbitration rules of the American Arbitration Association (AAA) and under Rules 26 through 37 of the U.S. Federal Rules of Civil Procedure, (ii) if the parties cannot agree on a location within thirty (30) days of either party's request for arbitration, the arbitration will be conducted in Oakland County, Michigan, and (ii) the sole arbitrator will be selected from an AAA list using the AAA-recommended selection method. Each party will bear equally the costs and expenses of AAA and the arbitrator, and each party will bear its own costs and expenses -- provided, however, (1) that the failure by one party to pay its share of the arbitration fees constitutes a waiver of such party's claim or defense in the arbitration, and (2) that the arbitrator may award attorneys' fees and costs to the substantially prevailing party. The arbitrator shall be bound by the terms of the Agreement, shall not apply principles of equity or allow any claims not permitted by the Agreement, may only award or grant to the parties such remedies and such damages as a court of competent jurisdiction authorized under Section 18 of this Agreement could award or grant (and not excluded or otherwise limited under the Agreement). In no event will any party be awarded punitive or exemplary damages. All arbitration proceedings shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction or is required by Buyer's Customer(s). The arbitration award shall be final and binding upon the parties, and enforceable in any court of competent jurisdiction.

18. Applicable Law; Jurisdiction and Venue.

Buyer and Seller agree that this Agreement is made and entered into in the State of Michigan, and shall be governed by, subject to, construed and enforced under the law of the State of Michigan (including the uniform commercial code as in force in Michigan on the initial date of the Agreement ("UCC")), without regard to its conflict of law rules and except as provided herein. The United Nations Convention on Contracts for the International Sale of Goods is excluded and shall have no effect on the Agreement. Any service to be provided hereunder, whether or not ancillary to and part of a sale of goods, shall be considered ancillary to a sale of goods and the UCC shall apply to all Products (including services) to be provided hereunder.

Subject to Section 17 regarding arbitration, (i) any litigation on contractual claims arising from the Agreement may be brought by Seller in any court(s) having jurisdiction over Buyer or, at Seller's option, in court(s) having jurisdiction over Seller's headquarters and/or in the Michigan state courts for Oakland County, Michigan or the United States District Court for the Eastern District of Michigan, and (ii) any actions or proceedings by Buyer against Seller shall be brought by Buyer only in the Michigan state courts for Oakland County, Michigan or the United States District Court for the Eastern District of Michigan. Buyer and Seller hereby consent to such jurisdictions and service of process in accordance with applicable procedures.

19. Miscellaneous.

No waiver of any provision of this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

If any term of the Agreement, including these Terms, is invalid or unenforceable under any applicable law or regulation, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such applicable law or regulation. The remaining provisions of the Order will remain in full force and effect.

This Agreement does not create any agency relationship between the Parties. No Party shall have any authority to enter into, assume or create any obligations or agreements on behalf of or in the name of any other Party.

Any notice, demand or communication in connection with the Agreement will be in writing and deemed to have been duly served if such notice is sent (hard copy or electronically), as applicable, to an Authorized Representative of Seller or to Buyer's purchasing representative and/or an officer of Buyer (or such other persons and addresses as may be designated by Seller or Buyer, as applicable, in a notice to the other party).

It is expressly understood that (1) any technical advice furnished by Seller with respect to the production or use of its Products is given without charge, and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given or accepted at Buyer's risk; (2) any issues, concerns, specifications or requirements for Buyer's use of the Products is beyond Seller's knowledge and Buyer agrees no reliance is given to any suggestion or advice given by Seller; (3) Buyer represents that it has consulted with or had an opportunity to consult with engineers and any such other expert or specialist and has satisfied itself that the specifications required for the Products ordered are satisfactory for its use; (4) Seller has not been provided with and has made no advice, recommendations or representation that the Products specified are adequate for the purpose Buyer intends.

[Rev. May 20, 2021]